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EXPERIAN INFORMATION SOLUTIONS, INC.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

ANNA STOWE, an individual,
Plaintiff,

v.

EXPERIAN INFORMATION SOLUTIONS,
INC.; TRANSUNION LLC; EQUIFAX
INFORMATION SERVICES, L.L.C.; LA
CURACAO; and TOPAZ FINANCIAL
SERVICE

Defendants.

Case No. 5:11-cv-02428-JF

**JOINT CASE MANAGEMENT
STATEMENT**

Hearing Date: August 19, 2011
Time: 10:30 a.m.

Honorable Judge Jeremy Fogel

Pursuant to Rule 26(f) of the Federal Rules of Civil Procedure, counsel conferred to discuss the matters set forth in Rule 16, Rule 26(f) and Local Rule 3-5. Thus, the parties hereby submit their Joint Case Management Statement.

1. BASIS FOR JURISDICTION AND SERVICE

This action is brought pursuant to the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. § 1681 et seq. Consequently, this Court has original jurisdiction over this action pursuant to 15 U.S.C. § 1681p of the FCRA. This Court has supplemental jurisdiction over this action pursuant to 28 U.S.C. § 1367. Topaz Financial Services has yet to be served, however, all other parties have been served.

1 **2. FACTS**

2 **Plaintiff:** Plaintiff's allegations stem from the discovery on or about September 13,
3 2010, that she had been the victim of numerous instances of identity theft. Plaintiff filed an
4 identity theft police report. Stowe thereafter provided the credit reporting agencies, Defendants
5 Experian Information Solutions, Inc. ("Experian") and Equifax Information Services, LLC
6 ("Equifax"), with proof of her identity, a copy of the police report, identification of the
7 fraudulent information and a statement that the information does not relate to any transaction by
8 Plaintiff. Experian and Equifax thereafter failed to provide notice to information providers
9 Defendants Topaz Financial Services ("Topaz") and Trans Union, LLC ("Trans Union") that the
10 fraudulent information may have resulted from identity theft, that an identity theft report had
11 been filed, that a block had been filed, and the effective dates of the block. Alternatively,
12 Plaintiff alleges that Equifax and Experian provided notice to Topaz and Trans Union that the
13 fraudulent information may have resulted from identity theft, that an identity theft report had
14 been filed, that a block had been filed, and the effective dates of the block. However, thereafter
15 Topaz and Trans Union failed to conduct an investigation with respect to the disputed
16 information, review all relevant information provided by Experian and Equifax, report the results
17 of the investigation to Equifax and Experian, if the information was incomplete/inaccurate report
18 such results to all other consumer reporting agencies, and where the information was inaccurate,
19 incomplete and/or unverifiable, promptly modify, delete or permanently block the reporting of
20 that item of information.

21 **Defendants:**

22 **A. Trans Union, LLC:** Defendant Trans Union is a consumer reporting agency as
23 that term is defined by the FCRA and states that at all times relevant, Trans Union maintained
24 reasonable procedures to assure maximum possible accuracy of the relevant information
25 concerning Plaintiff and Trans Union complied with the requirements of the FCRA with respect
26 to Plaintiff. Trans Union furthermore properly initiated and conducted any required
27 reinvestigation(s) pursuant to the FCRA. As such, any damages Plaintiff may have sustained
28 were not caused by Trans Union.

1 **B. Experian Information Solutions, Inc.:** Experian is a consumer credit reporting
2 agency, as that term is defined by the FCRA. Experian essentially functions as a storehouse of
3 credit information concerning hundreds of millions of consumers nationwide, collecting and
4 storing credit information originated by others. Experian does not generate credit information
5 itself, nor does it make loans, decide who should receive credit, or set loan terms.

6 The FCRA is not a strict liability statute and does not require Experian to maintain error
7 free credit reporting. Rather, Experian must maintain and follow reasonable procedures to
8 assure the maximum possible accuracy of the information it reports on consumers. In
9 recognizing that no credit reporting system can be error free, Congress specifically provided
10 consumers with the ability to contact credit reporting agencies to dispute information appearing
11 on their credit disclosures. In many instances, Experian's procedures to ensure the maximum
12 possible accuracy of the information it reports requires notice from a consumer to alert Experian
13 of a potential inaccuracy. Experian's reasonable procedures were followed at all times with
14 respect to Plaintiff's credit file. Experian therefore has no liability in this case.

15 **C. Equifax Information Services, LLC:** At all pertinent times herein, Equifax
16 Information Services LLC ("Equifax") complied with all provisions of the FCRA, including
17 sections 1681e, 1681c and 1681i. Equifax further denies that Plaintiff was damaged. Even if
18 Plaintiff has suffered damages, Equifax denies that it caused those damages. Equifax is without
19 fault concerning all claims and theories upon which Plaintiff relies. This statement is based on
20 facts currently known to Equifax. Equifax makes this statement without waiving any defense
21 and reserves the right to supplement this statement as the facts are further developed in this case.

22 **D. La Curacao:** Defendant Adir International, LLC dba La Curacao (hereinafter
23 "La Curacao") is a consumer goods retailer. La Curacao has reviewed the pleadings filed by
24 Plaintiff and searched its records but can find no evidence that Plaintiff maintained an account or
25 was granted any credit rights in connection with said Defendant's business. La Curacao notes
26 that Plaintiff has not provided to the defendants an account number or credit report allegedly
27 applicable to her claims, nor has Plaintiff's social security number been made known to
28 defendants. Without this information, La Curacao has been unable to locate any records

1 pertaining to any individual named “Anna Stowe.” Moreover, La Curacao has determined that
 2 there are several accounts associated with persons using the names “Ana Jimenez,” and/or “Ana
 3 Delrocio Gamarra”. Without social security or other information concerning these persons, La
 4 Curacao cannot determine what actions Plaintiff alleges were wrongly undertaken or omitted by
 5 defendants. La Curacao also notes that Plaintiff provided no new information to the defendants
 6 through the early meeting process. At the present time, therefore, La Curacao still has no idea
 7 why it is being sued by Plaintiff.

8 9 **3. LEGAL ISSUES**

10 **Plaintiff:** Whether Defendants Experian and Equifax established or followed proper and
 11 reasonable procedures to assure maximum accuracy in the preparation of the credit report and
 12 credit files it published and maintains concerning Stowe in violation of the Fair Credit Reporting
 13 Act § 1681, *et. seq.* Whether Defendants Topaz and Trans Union conducted an investigation
 14 with respect to the disputed information, reviewed all relevant information provided by Experian
 15 and Equifax, reported the results of the investigation to all consumer reporting agencies, if the
 16 information was incomplete/inaccurate report such results to all other consumer reporting
 17 agencies, and where the information was inaccurate, incomplete and/or unverifiable, promptly
 18 modify, delete or permanently block the reporting of that item of information.

19 **Defendants:**

20 **A. Trans Union, LLC:** The primary legal issues with respect to Trans Union are
 21 whether, with respect to Plaintiff, it employed reasonable procedures and conducted reasonable
 22 investigations of Plaintiff’s disputes, which it maintains that it did under the Fair Credit
 23 Reporting Act § 1681, *et. seq.*

24 **B. Experian Information Solutions, Inc.:** The primary legal issues are whether
 25 Experian maintained reasonable procedures and conducted reasonable investigations into
 26 Plaintiff’s disputes. Experian maintains that with respect to Plaintiff, it maintained reasonable
 27 procedures and conducted reasonable investigations of Plaintiff’s disputes.

1 **C. Equifax Information Services, LLC:** The primary legal issues with respect to
 2 Equifax are whether Equifax willfully or negligently failed to comply with sections 1681e,
 3 1681c, and/or 1681i of the FCRA, whether Plaintiff suffered any damage, and whether that
 4 alleged damage was caused by Equifax. Equifax makes this statement without waiving any
 5 defense and reserves the right to supplement this statement as to legal issues that are further
 6 developed in this case.

7 **D. La Curacao:** La Curacao is named only in the last, fifth count, which alleges a
 8 failure to investigate and report under federal guidelines.

9
 10 **4. MOTIONS**

11 **Plaintiff:** Stowe does not anticipate the filing of any dispositive motions.

12 **Defendants:**

13 **A. Trans Union, LLC:** Trans Union may need to file a discovery motions and/or a
 14 motion for summary judgment.

15 **B. Experian Information Solutions, Inc.:**

16 Experian may need to file discovery and/or dispositive motions.

17 **C. Equifax Information Services, LLC:** Equifax anticipates that it may file a
 18 motion for summary judgment and may, if necessary, file discovery motions.

19 **D. La Curacao:** La Curacao anticipates that various discovery motions may be
 20 necessary if Plaintiff does not provide information which defendants will request. Also, a
 21 dispositive motion may be filed by La Curacao if the evidence warrants.

22
 23 **5. AMENDMENT OF PLEADINGS:**

24 **Plaintiff:** Stowe does not anticipate the amendment of any pleadings.

25 **Defendants:**

26 **A. Trans Union:** If any amendments to the pleadings are necessary, the deadline for
 27 same shall be August 26, 2011.

1 **B. Experian Information Solutions, Inc.:**

2 Should any amendments be necessary, Experian proposes the deadline for amending
3 pleadings be August 26, 2011.

4 **C. Equifax Information Services, LLC:** Equifax agrees to the proposed deadline
5 of August 26, 2011 for amendments.

6 **D. La Curacao:** La Curacao anticipates no amendments at this time and agrees to
7 the proposed deadline of August 26, 2011 for amendments.

8
9 **6. EVIDENCE PRESERVATION:** The Parties are aware of their obligations with respect
10 to document preservation and have complied with such under the facts and circumstances of this
11 case.

12
13 **7. DISCLOSURES:**

14 **Plaintiff:** Stowe will make her initial witness and document disclosures under FRCP
15 26(a) within 14 days of the Rule 26(f) conference.

16 **Defendants:**

17 **A. Trans Union, LLC:** Trans Union timely served its Initial Disclosures via
18 certified mail on July 14, 2011.

19 **B. Experian Information Solutions, Inc.:** Experian timely served its Initial
20 Disclosures via U.S. mail on July 29, 2011.

21 **C. Equifax Information Services, LLC:** Equifax is serving its Initial Disclosures
22 via U.S. Mail no later than August 12, 2011.

23 **D. La Curacao:** La Curacao lacks any tangible facts or evidence to share at this
24 juncture for the reasons stated above, namely that it has been unable to locate any records
25 pertaining to any individual named “Anna Stowe,” and has been unable to narrow down which
26 persons named “Ana Jimenez,” or “Ana Delrocio Gamarra” are the subject of the action.

1 **8. DISCOVERY:**

2 **Plaintiff:** Stowe will propound the following discovery requests: (a) Special
3 Interrogatories and (b) Requests for Production. Stowe will also depose the persons most
4 knowledgeable of the facts alleged in her complaint and/or Defendants' policies and practices
5 relevant to the allegations contained in his complaint and other individuals that may be identified
6 during the course of this litigation.

7 **Defendants:**

8 **A. Trans Union, LLC:** Trans Union, LLC proposes no more than a total of 25
9 interrogatories shall be served by each side. No more than 30 document requests and no more
10 than 40 requests for admissions shall be served per party. No more than 10 depositions shall be
11 taken by any party.

12 Discovery will be sought on all allegations, claims and affirmative defenses alleged in the
13 Complaint, any Amended Complaint and Answers and will be conducted by (including but not
14 limited to) Depositions, Interrogatories, Requests For Admission and Requests For Production
15 Of Documents.

16 The parties may undertake non-party discovery to determine the facts surrounding
17 Plaintiff's claims.

18 The parties stipulate that, due to the large number of defendants in this matter, Plaintiff's
19 deposition may extend past the limitation set forth in the Federal Rules.

20 **B. Experian Information Solutions, Inc.:** Discovery will be sought on all
21 allegations, claims and affirmative defenses alleged in the Complaint and Answer and will be
22 conducted by (including but not limited to) Depositions, Interrogatories, Requests For
23 Admission and Requests For Production Of Documents.

24 Experian also intends to take the depositions of any expert retained by Plaintiff and
25 reserves the right to retain a rebuttal expert and to take depositions of any other persons revealed
26 by discovery to have personal knowledge of the matters in dispute.

27 **C. Equifax Information Services, LLC:** Equifax will seek discovery on all
28 allegations, claims and defenses alleged in the Complaint and Answers and will conduct the

1 discovery pursuant to the Federal Rules of Civil Procedure, including taking depositions and
2 serving interrogatories, request for production of documents, and request for admissions on the
3 parties. Equifax may also undertake non-party discovery pursuant to the Federal Rules of Civil
4 Procedure, including deposing non-parties.

5 **D. La Curacao:** La Curacao concurs with the proposed discovery plan
6 recommended by Trans Union, LLC.

7
8 **9. CLASS ACTIONS:** Not Applicable.

9
10 **10. RELATED CASES:** There are no related cases.

11
12 **11. RELIEF:**

13 **Plaintiff:** Stowe seeks compensatory and punitive damages against Defendants,
14 attorney's fees and costs; for pre-judgment and post-judgment interest, and other relief the Court
15 deems just, equitable and proper.

16
17 **12. SETTLEMENT AND ADR:** The parties agree to Local Rule 16-15.4(1): "The parties
18 shall appear before the district judge or magistrate judge assigned to the case for such settlement
19 proceedings as the judge may conduct or direct."

20
21 **13. CONSENT TO MAGISTRATE JUDGE FOR ALL PURPOSES:** The parties decline
22 to consent to the Magistrate Judge, except as noted under Section 12 concerning ADR
23 procedures.

24
25 **14. OTHER REFERENCES:** The parties agree this case is not suitable for reference to
26 binding arbitration, a special master or the Judicial Panel on Multidistrict Litigation.

1 **15. NARROWING OF ISSUES:** The parties agree that it is premature to attempt to narrow
2 the issues.

3
4 **16. EXPEDITED SCHEDULE:** The parties see no need for streamlined procedures or an
5 expedited schedule.

6
7 **17. SCHEDULING:**

8 Designation of Plaintiff's Expert: December 16, 2011

9 Designation of Defendants' Expert(s): January 20, 2011

10 Discovery Cutoff: April 20, 2012

11 Dispositive Motion Filing Deadline: June 22, 2012

12 Hearing of Dispositive Motions: September 3, 2012

13 Pretrial Conference: October, 2012, or 30 days after any ruling on dispositive motions.

14 Trial: November, 2012, or such date as may be convenient for the Court.

15
16 **18. TRIAL:** Plaintiff has requested a trial by jury. The parties estimate the length of trial to
17 be 4-5 days.

18
19 **19. DISCLOSURE OF NON-PARTY INTERESTED ENTITIES OR PERSONS**

20 **Plaintiff:** None.

21 **Defendants:**

22 **B. Trans Union, LLC:** Trans Union, LLC has filed its Certification Of Interested
23 Entities Or Persons. The entity identified by Trans Union is its parent corporation, Trans Union
24 Corp.

25 **B. Experian Information Solutions, Inc.:** Experian Information Solutions, Inc.,
26 Defendant identifies the following interested parties: Parent Companies: The ultimate parent
27 company of Experian is Experian plc.

28 a. Subsidiaries Not Wholly Owned: The following companies are the US-

based subsidiaries of Experian plc that are not wholly owned:

- (1) First American Real Estate Solutions, LLC
- (2) First American Real Estate Solutions II, LLC
- (3) Vehicle Title, LLC
- (4) Central Source LLC
- (5) Online Data Exchange LLC
- (6) New Management Services LLC
- (7) VantageScore Solutions LLC
- (8) Opt-Out Services LLC

C. Equifax Information Services, LLC: Equifax Information Services LLC filed its Certification Of Interested Entities Or Persons. The entity identified by Equifax Information Services LLC is its parent corporation, Equifax Inc.

D. La Curacao: La Curacao has filed its Certification Of Interested Entities Or Persons. The persons and entities identified by La Curacao are Defendant Adir International LLC, dba La Curacao; Ron Azarkman, shareholder of defendant; Jerry Azarkman, shareholder of defendant; Hispanic Growth LLC, shareholder of defendant; and Citigroup, ultimate shareholder of Hispanic Growth LLC.

Dated: August 12, 2011

JONES DAY

By: /s/ Katherine A. Klimkowski
Katherine A. Klimkowski

Attorneys for Defendant
EXPERIAN INFORMATION SOLUTIONS,
INC.

Dated: August 12, 2011

CENTURY LAW GROUP LLP

By: /s/ Rizza Gonzales
Rizza Gonzales

Attorneys for Plaintiff ANNA STOWE

1 Dated: August 12, 2011

SCHUCKIT ASSOCIATES, P.C.

2
3 By: /s/ Cari L. Sheehan
4 Cari L. Sheehan

5 Attorneys for Defendant
6 TRANS UNION, LLC

7 Dated: August 12, 2011

NOKES & QUINN

8
9 By: /s/ Thomas P. Quinn
10 Thomas P. Quinn

11 Attorneys for Defendant
12 EQUIFAX INFORMATION SERVICES,
13 LLC

14 Dated: August 12, 2011

LAW OFFICES OF SCOTT D. PINSKY

15
16 By: /s/ Scott D. Pinsky
17 Scott D. Pinsky

18 Attorneys for Defendant
19 ADIR INTERNATIONAL, LLC DBA LA
20 CURACAO
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CERTIFICATE OF SERVICE

I, Katherine A. Klimkowski, declare:

I am a citizen of the United States and employed in Orange County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 3161 Michelson Drive, Suite 800, Irvine, California 92612. On **August 12, 2011**, I served a copy of the **JOINT CASE MANAGEMENT STATEMENT** by electronic transmission.

I am familiar with the United States District Court Northern District Of California's practice for collecting and processing electronic filings. Under that practice, documents are electronically filed with the court. The court's CM/ECF system will generate a Notice of Electronic Filing (NEF) to the filing party, the assigned judge, and any registered users in the case. The NEF will constitute service of the document. Registration as a CM/ECF user constitutes consent to electronic service through the court's transmission facilities. Under said practice, the following CM/ECF users were served:

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La Curacao*

Executed on **August 12, 2011**, at Irvine, California.

/s/ Katherine A. Klimkowski
Katherine A. Klimkowski